COUNTY OF COLE
JEFFERSON CITY, MISSOURI

REQUEST FOR BID

2016-32: WELDING & METAL FABRICATION

SUBMISSIONS SHALL BE ACCEPTED UNTIL

FRIDAY, SEPTEMBER 2 at 9:00 a.m. CST

AND RECEIVED AT:

COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101

Company Name	**Direct Contact Name (Typed/Printed)**
Mailing Address	**Title**
City/State/Zip	**Email**
Office Telephone Number	**Direct Line or Extension**

I hereby certify that I am submitting the following information on behalf of the above-referenced company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of this solicitation and all attachments and the contents of any Addendum released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

Authorized Signature	**Authorized Name (Typed/Printed)**
Title	**Date**

REQUEST FOR BID

Sealed offers will be accepted by the Cole County Commission for consideration in provision of the following:

2016-32 WELDING & METAL FABRICATION

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri until 9:00 a.m. on Friday, September 2, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.colecounty.org or by contacting Jennifer Prenger at jprenger@colecounty.org or (573) 634-9168. EOE.

NEWS TRIBUNE: August 7, 14 & 21
Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

COLE COUNTY COMMISSION

COMMISSION
(573) 634-9110

PURCHASING
1736 SOUTHRIDGE DRIVE
JEFFERSON CITY, MISSOURI 65109

PURCHASING
(573) 634-9168

REQUEST FOR BID

1.0 OVERVIEW

1.1 **NOTIFICATION**. This document constitutes a request for competitive, sealed offers per the Terms and Conditions of Bidding and any special conditions set forth herein for the provision of welding and metal fabrication services for Cole County.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section titled "EXCEPTIONS" within their submission.

1.2 **QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. **All inquiries shall be directed to**:

Jennifer Prenger, Purchasing Agent
jprenger@colecountypurchasing.org

As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, **all respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document**. Respondents should not otherwise ask any County officials or employees questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

1.3 **ISSUANCE OF ADDENDA**. Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecounty.org. An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County.

All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum/amendment thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement. The County assumes no liability if a respondent fails to incorporate addenda into their bid. Failure to have requested an addendum

covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

1.4 **SUBMISSION REQUIREMENTS**. A fully executed bid, including the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda shall be:

- submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- complete and signed by an official authorized to obligate the agency or company submitting the bid;
- inclusive of (1) complete original bid and two (2) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be considered. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender **without exception**.

1.5 **BID OPENING**. Submissions will be publicly opened in the Cole County Commission Chambers on Friday, September 2 at 9:00 a.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

1.6 **ADVICE OF AWARD.** A bid tabulation of responses received will be included with the award notification letters sent, via email, to all bidders who submitted a response upon bid award.

2.0 TERMS AND CONDITIONS

2.1 **INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.

2.2 **RESERVATIONS.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to accept, request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.

2.3 **MODIFICATION/WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.

2.4 **VALIDITY.** Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.

2.5 **RESPONSE MATERIAL OWNERSHIP**. All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.

2.6 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its

rejection. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission on a separate page clearly titled "EXCEPTIONS." Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.

2.7 **RESTRICTIVE LANGUAGE**. It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.

2.8 **INTERPRETATION.** If the bidder has any questions which arise concerning the true meaning or intent of the Plans, Specifications or any part thereof, which affect the cost, quality, quantity, or character of the project or service, he shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecounty.org. Failure to have requested an addendum covering any questions affecting the interpretations of the Plans and Specifications shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the Plans and Specifications. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.

2.9 **EQUIVALENT MATERIAL/EQUIPMENT**. Any listed manufacturer/model number(s) or a definite reference to a particular item or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.

2.10 **LIKE OR SIMILAR PRODUCT**. Cole County reserves the right, at its sole discretion, to obtain like or similar product(s) to that which has been specified herein when use of such product is deemed in the best interest of the County.

2.11 **QUALIFICATIONS OF RESPONDENTS**. Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.

2.12 **PRICES**. Prices must be stated in units of quantity specified and must be firm. Price submitted for each item shall include all cost, of whatever nature, that is involved in achieving the good or service per the Specifications. Bids qualified by escalator clauses may not be considered.

2.13 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.

2.14 **CANCELLATION**. The County reserves the right to cancel any or all of an order or contract if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must contact the County to notify of said delay and arrange an alternate schedule if agreeable to the County.

2.15 **DELIVERY.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order if delivery is not made or work not started as guaranteed.

2.16 **DEFAULT**. In case of default by the bidder or contractor, the County of COLE will procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

2.17 **ACCEPTANCE**. No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.

2.18 **SHIPMENTS**. All shipments shall be F.O.B. destination, freight prepaid.

2.19 **APPLICABLE LAW**. In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.

2.20 **AS NEEDED, IF NEEDED**. The contractor shall provide product or service on an "as needed, if needed" basis for Cole County in accordance with the provisions and requirements stated herein. The resulting contract does not guarantee that all purchases of this nature will go to the successful respondent(s), but rather establishes a primary vendor. Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing.

2.21 **ASSIGNMENT.** The awarded party shall not assign the Contract, subcontract, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by Cole County.

2.22 **EVALUATION**. The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one bidder is superior to another, but simply that in our judgment the contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

2.23 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County.

2.24 **PREFERENCE**. In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.

2.25 **INSURANCE REQUIREMENTS**. The Successful Contractor shall purchase and maintain in force, at its own expense and with an insurance company licensed to do business in the State of Missouri, such insurance as will protect Contractor from claims which may arise out of or result from the execution of

the work under the contract resulting from this Request for Bid, whether such execution be by him/herself, his/her employees, agents, or by anyone for whose acts he/she may be liable. If any such work covered under the Contract is to be performed on County-owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from claims for injury and damage resulting by any actions on the part of the Successful Bidder as enumerated above. All policies must name the County as an additional insured and provide thirty (30) days written notification to the County prior to any material changes or cancellation.

2.26 **COOPERATIVE PROCUREMENT**. Various State Agencies, City and County Offices, the City of Jefferson and/or other Cities within the boundaries of Cole County may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful bidder, that each participating political subdivision shall only be liable to the successful bidder for materials or supplies contracted for by each political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful bidder shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

2.27 **CONTRACT TERMINATION.**

2.27.1 **TERMINATION FOR DEFAULT.** If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience.

2.27.2 **TERMINATION FOR CONVENIENCE.** The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective. After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

3.0 SCOPE

3.1 **AREAS OF WORK**. The type of work to be performed under this contract will consist of three (3) major areas: Machine work; Welding and Metal fabrication; and miscellaneous maintenance and repair work. Bidders should give an hourly rate for work performed both at bidder's facility and an hourly rate for work performed in the field.

3.1.1 **MACHINE WORK.** Machine work will consist of work performed on Contractor's machines and equipment typically used in the machine shop industry including but not limited to: lathes, bench and surface grinders, horizontal and vertical milling machines, assorted hand and bench power tools, hydraulic presses and brake functions to make various bends to metal.

3.1.2 **WELDING AND METAL FABRICATION.** Welding operations include, but are not limited to: metal heating and cutting with oxy-acetylene, welding, brazing, soldering and plasma cutting; shielded metal arc welding in the flat, horizontal, vertical and overhead positions; Gas Metal Arc Welding (GMAW/MIG) in all positions; Gas Tungsten Arc Welding (GTAW/TIG) in all positions; use of Arc Welding in Joining pipe sections and or all types of metallization.

3.1.3 **MISCELLANEOUS.** Miscellaneous repairs and maintenance performed on county equipment as directed by County staff.

3.2 **BIDDER QUALIFICATIONS.**

3.2.1 **EXPERIENCE.** The ideal candidate will have proven service experience and will have been in business for a minimum of three (3) years.

3.2.2 **SERVICE**. The vendor must be willing to give all CCPW service requests top priority attention. The County requires that the vendor provide all necessary personnel and equipment within 48 hours of the initial notification to start repairs on county equipment.

3.3 **TERM.** It is the intent of the County to secure fixed pricing for one (1) year with the option for up to two (2) one-year renewal periods beyond the initial term if agreeable to both parties. Proposed cost adjustments after year one shall be considered by the County with a maximum adjustment for inflation of 5%. A new contract will be issued for any extension period.

4.0 BID REQUIREMENTS

4.1 **FULLY EXECUTED COVER PAGE.** (Page one of this document)

4.2 **BIDDER RESPONSE FORM.**

4.3 **ANTI-COLLUSION STATEMENT.**

4.4 **ADDENDA.** Any addenda issued after the release of this bid document must be acknowledged and included in you bid submission. All addenda are posted at www.colecounty.org and may be issued up until end of day on August 29.

BIDDER RESPONSE FORM

Bid No. 2016-32, Welding & Metal Fabrication

	Hourly Rates (Labor Costs)	
	Shop work	***Field work***
General Welding (stick and mig)	$	$
General Machine work	$	N/A
General Brake work	$	N/A
Mileage rate for field work	N/A	$ /mile

Maximum Percentage Increase for Renewal Periods:

_____% 1st Renewal Period

_____% 2nd Renewal Period

Other hourly considerations/rates/fees that may be imposed (attach additional pages if necessary):

_____

_____

_____ _____

Business Name Date

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____

_____ being first

duly sworn, deposes and says that he is _____
(title of person signing)

of _____

_____
(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance.
Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid .

(BY) _____

(BY) _____

Sworn to before me this _____ day of _____, 20 ___

_____
Notary Public

My Commission expires: _____

_____